

**STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD**

IN THE MATTER OF

**TROOPER CHRISTOPHER CURRIER
I. D. #6028**



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DOCKET NO. 15-5

AMENDED DECISION

This matter coming to be heard before the Illinois State Police Merit Board January 8, 2016 at its regular scheduled quarterly Board Meeting for consideration of the Joint Motion to Dismiss of the Merit Board submitted by Mr. Guy Studach and Ms. Emma Steimel, AAG.

The Board voted unanimously to approve this Joint Motion which hereby dismisses this cause of action due to the resignation of Christopher Currier from the Illinois State Police.

A. George Pradel

A. George Pradel
Chairman
Illinois State Police Merit Board

DATED: January 19, 2016

STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD

IN THE MATTER OF

TROOPER CHRISTOPHER CURRIER
I. D. #6028


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DECISION

This matter coming to be heard before the Illinois State Police Merit Board January 8, 2016 at its regular scheduled quarterly Board Meeting for consideration of the Joint Motion to Dismiss of the Merit Board submitted by Mr. Guy Studach and Ms. Emma Steimel, AAG.

The Board voted unanimously to approve this Joint Motion which hereby dismisses this cause of action due to the retirement of Christopher Currier from the Illinois State Police.

Arthur H. Pradel

A. George Pradel
Chairman
Illinois State Police Merit Board

DATED: January 12, 2016

ILLINOIS STATE POLICE MERIT BOARD
OF THE STATE OF ILLINOIS

RECEIVED

DEC 24 2015

ILLINOIS STATE POLICE
MERIT BOARD

In Re the Matter Of:

TROOPER CHRISTOPHER CURRIER
I.D. 6028

DOCKET NO. 15-5

JOINT MOTION TO DISMISS

Now comes LEO SCHMITZ, Director, Illinois State Police, by his attorney, Assistant Attorney General Emma Steimel, and TROOPER CHRISTOPHER CURRIER his attorney, Guy A. Studach, and respectfully request that the Illinois State Police Merit Board dismiss this matter as moot. In support thereof, the parties state as follows:

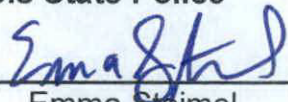
1. Respondent, Christopher Currier, resigned from the Illinois State Police effective December 31, 2015. A copy of the Resignation Agreement is attached hereto as Exhibit A. Respondent, Christopher Currier, was formerly employed by the Department and held the rank of trooper, ID number 6028.

2. Due to the fact that Respondent has resigned from the Department, he is no longer employed as an Illinois State Police officer, and therefore this matter should be dismissed with prejudice as moot.

WHEREFORE, for the foregoing reasons, the parties respectfully request that this matter be dismissed with prejudice as moot.

LEO SCHMITZ, Director
Illinois State Police

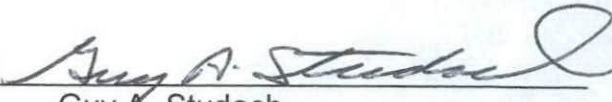
By



Emma Steimel
Assistant Attorney General
500 S. 2nd Street
Springfield IL, 62706
217/782-1841

TROOPER CHRISTOPHER CURRIER,

By



Guy A. Studach
Troopers Lodge #41
5880 S. Sixth St. Rd.
Springfield, IL 62703
217/529-4104

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DEC 24 2015

ILLINOIS STATE POLICE
MERIT BOARD

RESIGNATION AGREEMENT

Now come LEO P. SCHMITZ, Director, Illinois State Police, and TROOPER CHRISTOPHER CURRIER, I.D. number 6028, and hereby enter this Agreement, for the resignation of Christopher Currier:

1. Trooper Christopher Currier hereby voluntarily resigns his position as an Illinois State Police Officer, which is to be deemed effective December 31, 2015.
2. The parties agree that the resignation of Christopher Curriers' resignation from the Department of Illinois State Police (hereinafter referred to as "Department") renders any further proceedings unnecessary In the Matter of Trooper Christopher Currier, Docket number 14-8 and In the Matter of Trooper Christopher Currier, Docket number 15-5, currently pending before the Illinois State Police Merit Board, as those causes are now moot. Furthermore, the parties agree to forever waive any and all appeals from any administrative proceedings and/or charges relating to the investigations in Division of Internal Investigation case numbers 13AA05474 and 14AA16765. The parties agree to file, through their respective counsel, a Joint Motion with the Merit Board requesting that the cases be dismissed as moot. The Department further agrees not to file any additional administrative proceedings or charges against Christopher Currier which arise out of the Complaints filed with the Merit Board, docket numbers 14-8 and 15-5, or which relate in any way to the pending charges.
3. The Illinois State Police agrees to place documentation of the charges and reports of the Division of Internal Investigation case numbers 13AA05474 and 14AA16765 and the Illinois State Police Merit Board Complaints, In the Matter of Trooper Christopher Currier, Docket number 14-8 and In the Matter of Trooper Christopher Currier, Docket number 15-5 in a separate subfile in Christopher Currier's personnel file. This subfile will

EXHIBIT

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be separately labelled a "disciplinary file" and will be released only as authorized under terms specified in this Agreement or as required by law or ordered by a court of competent jurisdiction. Christopher Currier or his authorized representative shall be allowed to inspect his personnel file to assure compliance with this agreement. Christopher Currier shall be responsible for designating, in writing, at least ten business days prior to inspection who his authorized representative(s) are. Currier and/or his authorized representative shall request in writing at least 5 days in advance of any inspection. This agreement and any documentation necessary to ensure compliance with its terms may be kept in the files of the Division of Internal Investigation and the Illinois State Police Legal Office.

4. The Illinois State Police and Trooper Currier hereby agree that future requests for references or releases for information by prospective employers regarding Trooper Currier shall be dealt with as follows:

A. Requests for information from prospective employers about the ISP employment of Christopher Currier must be made in writing and the ISP will respond in writing only. Upon request, Christopher Currier shall be provided with a copy of any responses made by ISP. Christopher Currier bears the responsibility of communicating to his prospective employers that requests for information to and from ISP must be in writing. This provision does not extend to requests from State or Illinois agencies, employees of Illinois State agencies, or other law enforcement agencies.

B. Responses of the Illinois State Police to such requests which are made by all prospective employers will be limited as follows: "Christopher Currier

was employed as a police officer with the Illinois State Police from June 29, 2008 until he resigned effective December 31, 2015."

C. Christopher Currier may waive, in writing, any restriction herein described and the Illinois State Police may rely on such waiver when responding to request made pursuant to ¶¶ 4(A) and 4(B) herein. Christopher Currier shall provide the ISP with updated contact information. Failure to provide updated contact information to the ISP may result in noncompliance by the ISP with ¶¶ 4(A) and 4(B). The ISP is under no obligation to retrieve any documents associated with Division of Internal Investigation case numbers 13AA05474 and 14AA16765 or the Merit Board Complaint that have been disseminated to other persons or entities prior to the date of this agreement.

5. The Illinois State Police and Christopher Currier also acknowledge that by entering into this agreement and by submitting his resignation, Trooper Currier is making no admissions with regard to matters contained in the Division of Internal Investigation case numbers 13AA05474 and 14AA16765 or the charges in the above-named Merit Board cases, docket numbers 14-8 and 15-5. The parties further agree that this Resignation Agreement is made in settlement of disputed matters; that this agreement constitutes a full and fair settlement of any actual or potential administrative charges relating to the Division of Internal Investigation case numbers 13AA05474 and 14AA16765 or the above-named Merit Board cases, docket numbers 14-8 and 15-5; and as a result of Christopher Currier's resignation from the Illinois State Police, the parties agree to file a Joint Motion to Dismiss as moot in the above-named Merit Board cases.

6. The parties also agree that upon the effective date of this resignation agreement, Christopher Currier is entitled to payment for the accrued benefit time that is

due to him subject to the current policy limitation for separation. Christopher Currier further agrees to waive any and all rights to back pay or other benefits associated with any period of suspension relating to this matter.


7. Except as may be necessary to enforce this agreement, Christopher Currier releases and forever discharges the State of Illinois, the Illinois State Police, Leo P. Schmitz, the current or former officers, agents, employees, and insurers, from any and all claims for damages, attorneys fees, costs, expenses or other relief on account of, or in any way arising out of any and all injuries or deprivations of civil or constitutional rights or state law claims arising out of the subject matter of the aforementioned Division of Internal Investigation case numbers 13AA05474 and 14AA16765 and/or the Merit Board cases, docket numbers 14-8 and 15-5 that were known or should have been known up to and including the date of resignation.

8. Both Christopher Currier and the Illinois State Police retain the right to file any action that may be necessary to enforce this agreement.

9. The parties acknowledge that they have read and fully understand the terms of this Resignation Agreement, that they have had the advice and benefit of counsel of their choosing with respect to its terms, that this four-page document constitutes the entire agreement of the parties, that this agreement will be governed by the laws of the State of Illinois, and that they do hereby willingly and voluntarily agree to its terms and conditions.

WHEREFORE, the parties set their hands and seals.


LEO P. SCHMITZ, Director
Illinois State Police


CHRISTOPHER CURRIER
I.D. No: 6028

STATE OF ILLINOIS
ILLINOIS STATE POLICE MERIT BOARD

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MAY 15 2015

ILLINOIS STATE POLICE
MERIT BOARD

IN THE MATTER OF:

TROOPER CHRISTOPHER CURRIER
I.D. No. 6028
[REDACTED]

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Illinois State Police
Merit Board No.

COMPLAINT

NOW COMES Leo P. Schmitz, Director of the Illinois State Police, and pursuant to 20 ILCS 2610/14 and 80 Ill. Admin. Code § 150.575 states as follows:

STATEMENT OF FACTS

1. Christopher Currier (Respondent) is employed as a State Police Officer by the Illinois State Police (Department) and holds the rank of Trooper. At all times relevant to this Complaint, Respondent was assigned to District 11. Respondent has been employed by the Department since June 29, 2008.
2. On November 20, 2014, a Complaint Against Department Member Form (CADMF) was received by the Department's Division of Internal Investigation (DII) in regards to the conduct of Respondent on November 7, 2014, with another Department employee Daphne Kennedy.
3. On November 7, 2014, Respondent and Trooper Brad Wilken met Kennedy for lunch in Springfield at Head West Sub Shop located at 1281 Toronto Road.

4. After eating lunch with Respondent and Wilken, both Respondent and Kennedy went to the Qik-n-Ez gas station on Toronto Road. Respondent got into the passenger side of Kennedy's car and Kennedy drove her car into a nearby sub-division.
6. While Kennedy was driving, Respondent put his hand up Kennedy's dress touching her inner thigh and vaginal area. Kennedy removed Respondent's hand and told him "No." Respondent again put his hand up her dress touching her inner thigh and vaginal area. Again, Kennedy removed Respondent's hand and told him "No." This occurred a total of three times.
7. After Respondent was told "No" three times, he then grabbed Kennedy's right breast. Kennedy removed Respondent's hand and told him "No." Respondent again grabbed Kennedy's breast and Kennedy removed Respondent's hand for the second time and told him "No."
8. Scared, Kennedy drove Respondent back to his vehicle.
9. Respondent and Kennedy exchanged several text messages after the encounter.
10. On November 21, 2014, a Sangamon County, Illinois Judge authorized an overhear to permit the use of an eavesdropping device for conversations between Respondent and Kennedy.
11. On November 21, 2014, a conversation between Respondent and Kennedy was recorded. During that conversation the following exchange occurred:

Kennedy: And and so your like well I can just shove my hand up her skirt and grab between her legs and she's not (he laughs) and she's not going to be offended by that huh?

Respondent: Well I apologize for that. Obviously I'm not trying to do something like that.

Kennedy: Umm k. But at least you acknowledge you did it right? And you know you're not going to do that to me again right?

Respondent: Uh correct well especially like I said I started dating this other girl so.

Kennedy: Oh okay okay.

Respondent: So no.

Kennedy: All right. All right.

12. Approximately one minute after that conversation ended, Respondent sent text messages to Kennedy that read:

Respondent: "Lol u got me all worked up (frowning emoticon). Will you be my friend on FB again???"

Kennedy: "We'll see"

Respondent: "Fair enough. Sorry D. That's not at all how I meant things to play out, I just misread the situation."

13. On February 24, 2015, the Sangamon County State's Attorney's Office declined to file criminal charges.
14. On March 10, 2015, Respondent was administratively interviewed.
15. During Respondent's administrative interview, he admitted to touching Kennedy's inner thigh and breast and admitted that he "might have touched, brushed up against" her vaginal area. Respondent further admitted that Kennedy told him "no."

COUNT I

VIOLATION OF STATE LAW – BATTERY

16. Paragraphs 1.-15. of this Complaint are incorporated as if restated fully herein.

17. All or a portion of the facts set forth herein constitute Respondent's violation of Department Directive ROC-002, Rules of Conduct, Paragraph III.A.1., which states:

"Officers will uphold the Constitutions of the United States and the state of Illinois, obey all federal, state and local laws in which jurisdiction the officer is present, and comply with court decisions and orders of courts having jurisdiction."

(First Offense – Level 4 Misconduct - Misdemeanor: 31-45 days)

Respondent violated this rule in that on or about November 7, 2014, Respondent, did not obey state law when, while on duty, he committed the offense of Battery, 720 ILCS 5/12-3(a), a Class A Misdemeanor, when he made physical contact of an insulting or provoking nature with Ms. Kennedy in that he touched her leg, vaginal area, and/or breast without her consent.

COUNT II

SEXUAL HARASSMENT

18. Paragraphs 1.-15. of this Complaint are incorporated as if restated fully herein.
19. All or a portion of the facts set forth herein constitute Respondent's violation of Departmental Directive ROC-002, Rules of Conduct, Paragraph III.A.61.c., which states:

"Officers will not engage in any conduct that constitutes sexual harassment as herein defined. The term sexual harassment, within the context of Department employment includes any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when such conduct has the

purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.”

(First Offense – Level 4 Misconduct: 31-45 days)

Respondent violated this rule in that on November 7, 2014, Respondent, engaged in conduct that constitutes sexual harassment when, while on duty, he touched Ms. Kennedy’s leg, vaginal area, and/or breast without her consent. His conduct unreasonably interferes with Ms. Kennedy’s work performance and creates an intimidating, hostile, or offensive working environment.

COUNT III

DISCRIMINATION AND HARASSMENT

20. Paragraphs 1.-15. of this Complaint are incorporated as if restated fully herein.
21. All or a portion of the facts set forth herein constitute Respondent’s violation of Departmental Directive ROC-002, Rules of Conduct, Paragraph III.A.64., which states:

“Officers will not engage in conduct that is in violation of the policies and procedures established in directives PER-009, “Equal Employment Opportunity,” PER-032, “Discrimination and Harassment,” or PER-033, “Sexual Harassment.”

(First Offense – Level 4 Misconduct: 31-45 days)

Respondent violated this rule in that on November 7, 2014, Respondent, engaged in conduct that constitutes sexual harassment when, while on duty, he touched Ms. Kennedy’s leg, vaginal area, and/or breast without her consent in violation of ISP Directive PER-032, Discrimination and Harassment.

CERTIFICATION

A copy of Illinois State Police Department Directive ROC-002, Rules of Conduct, is attached and is certified by the Director as accurate, complete, and in full force and effect at the time the aforementioned acts were committed.

CONCLUSION

WHEREFORE, by reason of these facts and charges, I request the Illinois State Police Merit Board conduct a hearing in this matter and impose a suspension of greater than 30 days.

Respectfully submitted,


Leo P. Schmitz, Director

Illinois State Police
801 South Seventh Street, Suite 1100-S
Springfield, Illinois 62703